

*Strictly Private and Confidential*

[COMPANY NAME]  
[ADDRESS]

Attention:

Dear Sirs:

**CONFIDENTIALITY AGREEMENT – BRIDGELINE ROPES INC.**

A. Farber & Partners Inc. (“**Farber**”) in its capacity as court appointed Interim Receiver of the property, assets and undertakings of Bridgeline Ropes Inc. (“**Bridgeline**” or the “**Company**”) understands that you (the “**Prospective Offeror**”) may be interested in purchasing the assets of the Company (the “**Transaction**”). The purpose of this letter is to set out the basis upon which we are prepared to provide you with access to information concerning Bridgeline.

Confidentiality of Information Supplied

By signing and returning a copy of this letter, and in consideration of the supply of information concerning the Company and its assets and all non-public information furnished to the Prospective Offeror (referred to collectively as the “**Confidential Information**”), the Prospective Offeror agrees to respect and maintain in strict confidence all of the Confidential Information. The Confidential Information will be kept strictly confidential and shall not, without the prior written consent of Farber be disclosed by the Prospective Offeror, or by its agents, representatives or employees, in any manner whatsoever, in whole or in part, and shall not be used by the Prospective Offeror, or by its agents, representatives, directors or employees, other than in connection with the Prospective Offeror’s evaluation of the Transaction.

Undertaking

In consideration of the Confidential Information being made available to you, you hereby undertake that for a period of **two** years from the date of your agreement hereto:

- a) access to the Confidential Information will be restricted solely to persons (the “**Involved Persons**”) who will directly participate in the internal consideration and review by the Prospective Offeror of the Transaction;
- b) you will use the Confidential Information only for the purpose of evaluating the Transaction and considering the terms thereof;
- c) you will treat and safeguard as private and confidential all the Confidential Information received at any time from the Company using a standard of care no less than the degree of care that you would reasonably be expected to employ for your own similar Confidential information;

- d) you will not and you will ensure that your employees, officers, agents or advisers shall not at any time without the prior consent of the Interim Receiver discuss with the management, employees or shareholders of the Company or any other person, the Confidential Information or any matter in relation to the Company or the Transaction;
- e) you will not and you will ensure that your employees, officers, agents or advisers shall not at any time without the prior written consent of the Interim Receiver directly or indirectly disclose or permit the disclosure to any person (other than those of your employees and advisers who need to know or see the same in the course of their duties and who are informed of the confidential nature of the same) that discussions are taking place in relation to the Transaction; and
- f) to the extent feasible, the Involved Persons will be individuals whose other responsibilities are not such that they might be motivated to make use of the Confidential Information for purposes not contemplated by this letter;
- g) upon termination of discussions between the Interim Receiver and the Prospective Offeror, all of the Confidential Information, which at the sole discretion of the Interim Receiver was provided to the Prospective Offeror, will be returned to Interim Receiver, with no copies being retained, no use shall be made thereof by the Prospective Offeror and, if so requested, a senior officer of the Prospective Offeror will provide us with a certificate that there has been compliance with this clause (g);
- h) you will not and you will ensure that your employees, officers, agents or advisers shall not at any time directly or indirectly without the prior written consent of the Interim Receiver solicit for employment any person who is currently employed by the Company nor directly or indirectly induce any such person or any contractor, supplier, customer or associate of the Company to sever their relationship with the Company nor use the Confidential Information to solicit the customers, suppliers or employees of the Company.

The Prospective Offeror shall be responsible for and shall indemnify and hold Farber harmless from any damages whatsoever arising out of any breach of this Agreement by the Prospective Offeror, its agents, representatives, directors and employees.

#### No Representation or Warranty

Neither Farber, nor any of their officers, advisers, agents or employees make any representation or warranty (express or implied) or shall have any responsibility or liability whatsoever or howsoever arising in respect of any Confidential Information or any other information supplied to you hereunder or of the accuracy or completeness thereof or of any other matter concerning the Company or that such information will remain unchanged. In particular, but without prejudice to the generality of the foregoing, any projected results for future periods or management accounts which may be contained in the information which you will receive are for indicative purposes only and, while they may represent the current estimates of the management of the Company, neither Farber nor their officers, advisers, agents or employees warrant, or in any way accept liability for, their accuracy. You must make your own independent assessment of Bridgeline, and rely on your own judgement in reaching any conclusion.

#### No Offer or Obligation

You agree that any documents or information (whether confidential or otherwise) made available to you for the purpose of evaluating the Company do not and will not constitute an offer or invitation or form the basis of any contract and no interest, licence or any right in respect of the Confidential Information, other than expressly as set out herein, is granted to you. Nothing in this agreement or otherwise obligates the

Interim Receiver to make any Confidential Information or disclosure available to you and the Interim Receiver shall be entitled at any time to decline to provide or to continue to provide any Confidential Information to you.

The Interim Receiver is not under any obligation to reimburse any costs and expenses which you or your advisers may incur in connection with the discussions relating to the Transaction or the review of Confidential Information save as may be expressly agreed in writing.

Entire Agreement and Severability

This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter and cancels and supersedes any prior understandings and agreements between the parties hereto and no amendments hereto shall be valid unless it is in writing and signed by both parties. If any provision in this agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and shall enure to the benefit and be binding upon the respective successors and permitted assigns of the parties hereto.

Action Required

If you are in agreement with the foregoing, please so indicate by signing and returning one copy of this letter to Mr. Ron Klein CA at Fax No. **416 496 3839**, whereupon it will constitute your agreement with Farber in respect of the subject matter hereof.

Yours very truly,

**A. FARBER & PARTNERS INC.  
IN ITS CAPACITY AS INTERIM RECEIVER OF  
BRIDGELINE ROPES INC.**

Per: Ron Klein, CA

I/We agree to be bound by the above confidentiality undertaking

Signed: \_\_\_\_\_  
[Name]

The signatory hereby warranting his authority to enter  
Into this agreement for and on behalf of [COMPANY].

Date: \_\_\_\_\_, 2008